



September 19, 2016

## MEMORANDUM

**TO:** District Board of Trustees

**FROM:** Jim Murdaugh, President 

**SUBJECT:** Agreement for Legal Services for Bryant Miller Olive P.A.

---

### Item Description

This Agreement for Legal Services for Bryant Miller Olive P.A. is to provide legal services related to collective bargaining.

### Overview and Background

Tallahassee Community College has engaged Bryant Miller Olive for representation during the collective bargaining process. The Board has previously utilized the services of Bryant Miller Olive under our existing contract for legal counsel. Given the extension of the required services we are bringing an agreement to the Board for approval.

### Past Actions by the Board

The Board has not previously taken action on this legal agreement.

### Funding/Financial Implications

Funding is provided from Fund 1 Unrestricted Funds.

### Staff Resource

Barbara Wills

### Recommended Action

Approval of the Agreement for Legal Services with Bryant Miller Olive P.A.

August 30, 2016

www.bmolaw.com

**VIA EMAIL WILLSBA@tcc.fl.edu**

Ms. Barbara Wills  
Vice President - Administrative Services & Chief Business Officer  
Tallahassee Community College  
444 Appleyard Drive  
Tallahassee, Florida 32304

**Re: Representation**

Dear Ms. Wills:

We are pleased that you have engaged Bryant Miller Olive P.A. ("BMO") to represent Tallahassee Community College, in connection with Collective Bargaining with the United Faculty of Florida. The Florida Bar recommends written agreements with clients to avoid any possible misunderstanding concerning the terms and scope of the engagement. Accordingly, a copy of our standard agreement outlining the basis of our representation is enclosed for your review. If the agreement meets with your approval, we would appreciate your signing a copy and returning it to our office. If there are questions concerning the agreement, please give us a call.

Although we will use our best efforts in representing Tallahassee Community College, we cannot guarantee success, and payment of our billing is not contingent upon the outcome of this matter or the results obtained. Please let us know if there are ever any questions concerning our billing or the basis of our charges. We expect our clients to be completely satisfied with the reasonableness of our charges as well as the quality of our services.

We will attempt to keep you closely advised of the progress of this matter. However, you should feel free to contact us at any time with your questions and comments.

We appreciate your confidence in our firm and look forward to working with you.

Very truly yours,

**BRYANT MILLER OLIVE P.A.**



Denise M. Heekin

Enclosure

## AGREEMENT FOR LEGAL SERVICES

Date: August 30, 2016

Bryant Miller Olive P.A. ("BMO") agrees to provide legal services to Tallahassee Community College ("Client") on the following terms and conditions:

1. Scope of Engagement. Legal Services Related to Collective Bargaining with United Faculty of Florida.

You have not retained us to provide you with advice in areas of tax, securities, corporate or other specialized areas of law unrelated to the specific representation which we have undertaken. We assume no responsibility or obligation to provide any such other advice unless specifically contracted for in writing. We have very able attorneys in these areas who would be happy to discuss the terms under which they would undertake such representation or we can recommend such attorneys. If you do not make such arrangements with us, however, we will consider that you have independently obtained such advice or do not consider it necessary or relevant to the representation which we have undertaken.

2. Staffing. Primary responsibility for this engagement will initially be assumed by Jim C. Crosland and Denise M. Heekin. Other attorneys and legal assistants may also be assigned to this matter. Staffing will depend primarily on the judgment of BMO as to the experience and expertise required to properly discharge its professional responsibilities.

3. Fees. In charging for its services, BMO will consider all of the factors outlined in the Rules of Professional Conduct which govern Florida lawyers. These include the time and labor required, the novelty and difficulty of the legal issues, the skill required to properly perform the services, any time limitations imposed under the circumstances, the amount involved and the results obtained. The time required to perform services is recorded and internal hourly rates are applied to the recorded time in the billing process. The current standard rate for this matter for all attorneys is \$250 per hour, and for law clerks and paralegals \$175 per hour. These rates are subject to periodic adjustment. Actual billings will be based upon BMO's judgment as to a reasonable fee for the services rendered, which may require that the bill be adjusted upward or downward from the recorded time value of the services based upon the factors noted above. In the event that attorney's fees in excess of our actual billings are awarded by the court or included in a settlement, it is agreed that, in addition to the amount you are obligated to pay, BMO will be entitled to recover the amount of such excess from the opposing party.

4. Costs. Expenses (such as travel, lodging, meals, telephone tolls, witness fees, deposition transcripts, court costs, photocopying, postage, computerized legal research, staff overtime, courier services, filing fees, expert charges, etc.) will be separately itemized on BMO's statements. Certain cost bills may be forwarded to Client for payment directly to the vendor. Billing for certain cost items may include a surcharge to reflect firm overhead associated with such costs. Others are billed at the amounts actually charged to BMO. For this matter, BMO will not charge the client for travel time or travel related expenses (such as airfare, lodging and car rental).

5. Submission and Payment of Statements. BMO submits statements for services rendered and costs advanced on a monthly basis. We would like statements to be paid in full within 20 days after receipt.
6. Marketing Materials. Client agrees that BMO may publish Client's name in BMO marketing materials and websites in the future, generally describing the type of services we perform and using Client's name at times as a reference, but always observing Florida Bar rules on the confidences of Client.

**BRYANT MILLER OLIVE P.A. ("BMO")**



Denise M. Heekin

Accepted and agreed to this \_\_\_ day of August, 2016.

**Tallahassee Community College ("Client")**

By: \_\_\_\_\_

Barbara Wills  
Vice President, Administrative Services  
& Chief Business Officer